

## 302-2016 ADDENDUM 3

### INTERGRATED SOLID WASTE COLLECTION IN THE CITY OF WINNIPEG

#### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO  
WHOEVER IS IN POSSESSION OF THE  
REQUEST FOR PROPOSAL**

ISSUED: July 5, 2016  
BY: Ken Fargher  
TELEPHONE NO. 204 - 986-3285

**THIS ADDENDUM SHALL BE INCORPORATED  
INTO THE REQUEST FOR PROPOSAL AND  
SHALL FORM A PART OF THE CONTRACT  
DOCUMENTS**

Template Version: Ar20150806

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.**

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#### **PART A – PROPOSAL SUBMISSION**

Replace: 302-2016 Proposal Submission with 302-2016 Form **B(R1)** Prices Addendum 3- Proposal Submission. The following is a summary of changes incorporated in the replacement Proposal Submission:

- The wording “per Dwelling Unit” has been added to items: A1, A2, A21, A22, A23, A24, A25, A26, B1, B2, B21, B22, B23, B24, B25 and B26.

#### **PART B – BIDDING PROCEDURES**

- Add: B14.2.1 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.2
- Revise: B14.3 to read: Submit the name of the Key Personnel identified in B14.2(a) that will be assigned to and named in the Contract. Submit for such individual their educational background and degrees; professional recognition; job title; years of experience in current position; and years of experience with existing employer; a statement of experience/qualifications; a listing of contracts/projects of similar complexity, scope and value that such individual has participated in, including the contract owner of such contracts/projects.

#### **PART D – SUPPLEMENTAL CONDITIONS**

- Revise: D2.6(f) to read: the City’s Volume Standard for a City of Winnipeg Facility, is: between 600 litres and **6000** litres for each of Garbage and Recyclables.
- Add: D2.6(g) the City’s Volume Standard for a Commercial Volume is : between 600 litres and 3000 litres for each of Garbage and Recyclables.
- Delete: D2.7 The Contractor does not have an exclusive right to perform the Work in the Area, and this Contract is not a guarantee of exclusivity.
- Revise: D22.3(e) to read: in respect of Garbage and Recyclables, for each **Dwelling Unit** at a Residential Dwelling Unit, on a Set-Day Cycle Once at the tendered price per year for each.
- Revise: D22.3(j) to read: In respect of Collection of additional/upgrade of Carts for **a Dwelling Unit** at a Residential Dwelling Unit, at the tendered price per year for each.

## **PART E – SPECIFICATIONS**

- Revise: E3.1.3 to read: Further to E3.1, the Contractor's proposed Material Pick-up Schedules shall be submitted in electronic format. For the convenience of the Contractor when preparing the Contractor's proposed Material Pick-up Schedules, the City will provide a shape file base map in electronic data format to the Contractor following notice of award. Any such shape file base map that is provided by the City to the Contractor shall be provided on an "as is" basis, and without any representation or warranty whatsoever, including without limitation no representation or warranty as to accuracy, completeness, or fitness for any particular purpose.
- Revise: E4.3 to read: Unless Route Supervisors are named in the Contractor's Bid, the Contractor shall, not later than July 1, 2017, submit to the Contract Administrator for consent the names and particulars of the person(s) the Contractor proposes to appoint as Contractor's Route Supervisors accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if an appointed person fails to act in the capacity of Route Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person(s) for such appointment(s).
- Revise: E5.8 to read: The Contractor shall use heated indoor vehicle storage facilities for Collection Vehicles (Collection Vehicles used for Yard Waste excluded) during cold weather and during winter months.E8.27.
- Revise: E7.15 to read: Further to E8.17, in the event of non-collection of any Collection Container placed out for Collection, the GPS/AVL/Rfid shall record in real time the following information:
- (a) location - address;
  - (b) date and time - recorded in the format YYYYMMDD HHMMSS;
  - (c) exception cause (**blocked Service Point, absent Collection Container**);
  - (d) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds;
  - (e) Collection Vehicle identification number.
- Revise: E8.27 to read: If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Service Deficiency, the Contractor shall:
- (a) remedy the Service Deficiency concerning the Customer Service Request within 24 hours of receipt of such Customer Service Request; and
  - (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when such remedy occurred.
- This item is subject to liquidated damages as noted in E37.11 and E37.12.
- Add: E10.5 Under this Contract, payment for Work in respect of a Residential Dwelling Unit is made for each Dwelling Unit.
- Add: E10.6 Further to E10.4 payment for an upgrade shall be paid only for the Dwelling Unit at a Residential Dwelling Unit that has received a Volume Standard upgrade.
- Add: E28.4 For the purposes of the Proposal Submission, Proponents should assume that for the period beginning and ending October 1, 2017-September 30, 2019, the location for the delivery of Recyclables will be within two (2) kilometers of the Winnipeg city centre, and for the period beginning and ending October 1, 2019 – January 31, 2025 the location for the delivery of Recyclables will be within the limits of the City of Winnipeg.
- Revise: E30.3 to read: Further to E8.27, where a Customer Service Request concerns a Service Deficiency involving damaged, destroyed or lost property, the Contractor shall:

(a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall inspect the property; and

(b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall report to the Contract Administrator the remedial action to be taken to repair or replace such property.

This item is subject to liquidated damages as noted in **E37.9.1**.

Revise: E31.4 to read:

Further to E8.27, where a Customer Service Request concerns a Service Deficiency involving a damaged, destroyed or lost Collection Container, or where the Contractor is otherwise aware of a damaged, destroyed or lost Collection Container, the Contractor shall:

(a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, the Contractor shall inspect and repair the Collection Container when required; and

(b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, the Contractor shall report to the Contract Administrator the remedial action to be taken to repair the Collection Container; and

(c) repair any damaged Collection Container not later than the following applicable Collection Day which is applicable to the affected Service Point. Repairs may involve (without limitation) the following:

(i) broken or missing lids,

(ii) broken wheels,

(iii) broken or missing lift bars;

(iv) damaged or cracked bodies,

(v) Collection Containers deemed to be unsafe,

**This item is subject to liquidated damages as noted in E37.9.2.**

Add: E37.9.1

If the Contractor has not within 48 hours from the time that the Contractor was aware, or was made aware, of damaged, destroyed or lost property, reported to the Contract Administrator the remedial action to be taken to repair or replace such property, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.1

Add: E37.9.2

If the Contractor has not, within 48 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, reported to the Contract Administrator the remedial action to be taken to repair the Collection Container; the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.2.

Revise: Section E37, Table 1, reference 9 to read: Add 9.1: Failure to report within 48 hours - \$100 per occurrence.

Add: 9.2: Failure to report within 48 hours - \$100 per occurrence.

## **DRAWINGS**

Replace: SWD-D-2017 Integrated Solid Waste Collection for Area One and Area Two – R1.

With the following: SWD-D-2017 Integrated Solid Waste Collection for Area One and Area Two – R2

## **QUESTIONS & ANSWERS**

City of Winnipeg 2016 Contract Questions and Issues;

- Q1: Form B: Prices A1, A2, B1,B2. The "Item Description" describes the work as Collection of "Residential Dwelling Units". The Approximate Quantity indicated is for Dwelling Units which is a subcomponent of Residential Dwelling Units as per SWD-D-2017. Therefore the City seems to be over stating the number of Residential Dwelling Units that will be paid. If SWD-D-2017 is correct 104,118 should be changed to 98,542 for area A and 98,134 should be changed to 96,578 in areas B.
- A1: There will be no change to the Request for Proposal.
- Q2: Would the City provide the information included in appendix A and B in an Excel Format so as to be able to find Addresses more quickly?
- A2: This will not be provided in an Excel format.
- Q3: Appendix A and B list Multi-Family Buildings. The addresses provided are potentially misleading. Many of the townhouse and apartment complexes identified have many addresses, many collection points and often hundreds of units that are required to be collected from multiple collection points. Would the City provide the number of buildings and the number of collection points at each "Multi-Family Building" indicated in Appendix A and B. For example; 236 Fairlane is recorded as one address in Appendix A, however this Multi Family Building is a low rise complex that has 6 buildings, 72 units, 6 collection points of 4 carts each and the following addresses 230,232,234,236 Fairlane. In addition there is the requirement to go on site and requires the truck to reverse out over a long distances. There is also the need to access the location through 3 different driveways off two different streets. How would this be paid? Is there any limit to the number of dwelling units associated with a Multi-Family building?
- A3: a. Refer to Addendum 2. Appendix A and B-R1.  
b. Refer to Request for Proposal, including. E16.4 and E16.5. There is no change to the Request for Proposal.
- Q4: Appendix A and B. Multi Family Buildings are to have eight or more units. Appendix A and B indicate large materially wrong. For example in Appendix A the Bell Hotel, 662 Main St, is indicated as 1 unit with 4 360L carts. This building has more than 40 dwelling unit but is representing this site as one unit. Can the City provide a materially correct list or, if not, address the units indicated as less than 8 units.
- A4: Refer to Addendum 2. Appendix A and B-R1.
- Q5: The City's web site indicates that Multi Family Buildings with more than 48 dwelling units can only use Front End collection for recycling and all garbage will be collected by front end service. Many "Multi-Family Buildings" are already using Front End. Also according to the City's web site between 24 and 48 units the "Multi-Family Building" has the option to use Front End or carts for recycling. Why are there so many "Multi-Family Buildings" with more than 48 units in Appendix A and B and when will these be switched to Front End container service? Is there a possibility that large Multi-Family Buildings with more than 48 units will be switched from Front End service to Cart service? How will the City adjust pricing if or when Multi-Family Buildings over 48 unit are added to this contract?
- A5: Adjustments for additions and deletions would be made in accordance with the RFP. There is no change to the Request for Proposal.
- Q6: The City has indicated a volume standard for Commercial Small locations and the right to increase the volume allowance for the customer from 240 L to 600L. Is the contractor entitled to the increased fee indicated on the Form B: Price at A21, A22, A23, A24, A25, A26, B21, B22, B23, B24, B25, B26 when the customer increases its requirement above the Volume Standard of 240L. This question also applies to Places of Worship and Charitable institutions.
- A6: Refer to Request for Proposal, including E13.4 and E13.5. There is no change to the Request for Proposal.

- Q7: If the City increases the volume standard for a "Multi Family Building" above the Volume Standard indicated at D2.6 is the contractor entitled to an additional fee? If so please make provision for price in Form B. The City is entitled to increase the volume standard infinitely. If there is no price adjustment to fees is there any limit to the volume the City will require to be collected.
- A7: Refer to Request for Proposal, including E16.4 and E16.5. There is no change to the Request for Proposal.
- Q8: D2.6 (e)- how will this be defined both now and in the future. The difference between the two choices of collection can triple the number of cart pickups for a property if switched from communal 360 carts to individual 240 carts. Result is more time and perhaps more equipment required.
- A8: Refer to Request for Proposal, including E16.4 and E16.5. There is no change to the Request for Proposal.
- Q9 D2.6(f) - is this clause saying that only city facilities can have a volume between 600-3000 litres or does it include some commercial locations too? Vague wording. Isn't this against the City's standard for collection?
- A9: Refer to Addendum 3, Supplemental Conditions.
- Q10: D2.7 This is similar to Section B25.9. Is there a reasonable minimum quantity guarantee (put or Pay) so as to protect the Contractor. For example if a significant number of Multi-Family Buildings are switched to Front End service on a different contract, this Contractor loses quantity but has significant capital cost and other operating cost no longer covered. A second example would be the City changing its Yard Waste service to a different collection method like street sweepers or vacuum truck Systems. Without Exclusivity, how is the contractor's investment in the City protected.
- A10: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.
- Q11: D2.6 indicates that a "Multi Family Building" (that is with more than 8 units) can be converted to a "Residential Dwelling Unit" (the case of linier condominium was provided) and will be paid as a "Residential Dwelling Unit". As phrased this allows the City to take a site like 236 Fairlane (Indicated in question 3) define it as a Residential Dwelling Unit and pay the contractor for it as one Residential Dwelling Unit and this site would have a volume standard of 240L for each of its 72 dwelling units for each of garbage and recycling. If the City identified a financial advantage it could convert most Multi-Family Building and pay for them as Residential Dwelling Units. How will the City protect the Contractor from this occurring? Please explain how this is to work?
- A11: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.
- Q12: The City indicated a maximum volume standard for Commercial volume of 3,000 Liters. Several locations in the Appendix indicate more than this Volume Standard. How is the contractor paid for this additional volume?
- A12: Refer to Addendum 3, Supplemental Conditions.
- Q13: E2.3 indicates that the City will provide updated appendix A-R prior to commencement but E3.1 requires material pickup schedules be provided to the City based on SDW-D-2017 within 60 days of award. What happens if the City's data changes significantly?
- A13: Refer to Request for Proposal, including E2.1 and E2.1.1. There is no change to the Request for Proposal.
- Q14: Many of the City's lanes do not meet the requirements for height clearance of the traffic act or City's bylaws. Will the City provide a list of specific locations (with height) where aerial cables are strung below minimum height in the bylaw and are non-compliant to legal truck dimensions as set for in the Highway Traffic Act. Can the City provide a height standard for vehicles so the contractor can specify the truck to be acquired and prevent any issues associated with E5.19 based on low wires and branches? If there are low wires or branches obstructing the right of way or Automated Collection, how is the contractor expected to address this?
- A14: Refer to Request for Proposal, including E5.19 and C3. There is no change to the Request for Proposal.
- Q15: Will the City provide a list of specific locations where the surface or substrate conditions are such that during times of thaw or excessive precipitation the lane will not fully support the weight of truck (without causing damage to lane) that is compliant to legal truck weight allowances as set for in the Highway Traffic Act.

- A15: Refer to Request for Proposal, including E5.19 and C3. There is no change to the Request for Proposal.
- Q16: The Designated Collection Zone must be Collected on Thursdays or Fridays. Would the City provided the data similar to that on SWD-D-2017 with the Designated Collection Zone broken out for each Area. Specifically the number of Residential Dwelling Units, Multi-Family Buildings, Commercial Small, Commercial and City Facilities, walk up ect in the Designated Collection Zone of each Area.
- A16: Refer to Addendum 2, Appendices.
- Q17: B17: This looks like a conflict of interest. It looks possible that requirements of the RFP and evaluation matrix may have been written into the bid document that may favour specific proponents to the disadvantage of other proponents. Disclosing only a list of names is not full disclosure. The City indicates "Additional materials available as a result of contacts with these persons" will be provided. This information is not provided in the RFP and what is provided is restricted to only the list of Persons.
- What action has the City taken to prevent this conflict of interest damaging Proponents?
  - What information indicated above was intended to be provided beyond the list of Persons talked to.
  - Are the people who met with these "Persons" going to be part of the evaluation or Award Authority?
- A17: Discussions were had equally with all the organizations disclosed in an effort to ensure the achievability of the City's specifications. There are no additional materials that were developed in consultation with the organizations disclosed. There is no change to the Request for Proposal.
- Q18: B 24.1 If the proponent has no subcontractors will they lose evaluation points? If there are subcontractors how will this be evaluated in the evaluation matrix?
- If third party maintenance suppliers will occasionally be used to do heavy maintenance and annual inspections are they to be considered a subcontractor?
- A18: Refer to Request for Proposal, including B13, B15.3(l) and C1.1(ee). There is no change to the Request for Proposal.
- Q19: In B24.1 Is the intention for proponents to show competence against an objective scoring plan or is the scoring subjective in comparing proponents against other proponents? If comparative how will this be accomplished objectively?
- A19: Refer to Request for Proposal, including B24. There is no change to the Request for Proposal.
- Q20: In B24 Who will make up or what is the Award Authority and how does this relate to the Evaluation Committee? Who is on the Evaluation Committee? What action will be taken to avoid conflict of interest arising out of the situation identified at B17?
- Q21: 24.1 (c) Section B Total bid Price (Section B) this is indicated as worth 40% Please provide a scoring matrix or what methodology will be used to determine the proponent's score?
- Q22: Provide the evaluation matrix for B13 (Section C). B24.1 indicates this section is worth 10% but how will this be compiled or scored.
- Are there more points available for each additional project listed in 13.1(a) or will all the points be bases on one project? Is there a limit to the number of projects?
  - For each project what will points be awarded for? B13.2 list a number of issues of interest with different priorities but does not indicate how they will be scored. How will they be scored?
  - For B13.3 for what factors will points be awarded?
  - For B13.4 for what factors will points be awarded?
  - How will B13.2, B13.3 and B13.4 be weighted?
- Q23: Please provide the evaluation matrix for B14 (Section D). B24.1 indicates this is worth 15% but how will this be compiled or scored?
- For B14.1 how much or the 15% will this be weighted and what factors will the city be providing scoring for.
  - B14.2 How much of the 15% will this be weighted and what factors will be scored.

- i. For example how many points or score will be awarded for numbers of route supervisor(s). Also Dispatcher(s). Also clerical(s). Also Operations and Spare operators. How many point is awarded for other support staff and if there are none is there a loss of points.
    - ii. Can support staff include corporate level staff working part time on this Contract? Examples would be Senior HR and Safety Directors
  - c. B14.3 How much of the 15% of Section D is this section weighted or scored.
    - i. How many points or the weighting for the experience of B14.2(a) and 14.2(b)?
    - ii. As these people are not required to be identified until 90 days after the award of the contract (E4) what score will be awarded if they are not yet identified?
    - iii. How many points or what weighting will the roles for each of the Key Personnel by given? Is this to be a job description?
  - d. B14.4 How much of the 15% of Section D is this section weighted or scored?
    - i. Does this section score only on the number of people for each of B14.2 (c), (d), (f) or is there a score for specific persons identified?
    - ii. How many of each is required for award of a full score for each Area including Spare Operators?
    - iii. What score will be weighted for identifying specific:
      - 1. B14.2 (c)
      - 2. B14.2 (d)
      - 3. B14.2 (f)
  - e. B14.5 How much of the 15% of Section D is this section weighted or scored?
    - i. As these people are not required to be identified until 90 days after the award of the contract (E4) what score will be awarded if they are not yet identified in the bid?
    - ii. How many points assigned to the 2 projects indicated and how many points are available for additional projects?
    - iii. Define or describe "Project Owner".

Q24: Please provide an evaluation matrix of valuation methodology for B15 (Section E). B24.1 indicates this is worth 30% but how will this be compiled or scored?

- a. Please provide the weighting or proportion of the 30% value of Section E assigned to each of B15.1, B15.2 and B15.3
  - i. Please provide the weighting assigned to each sub section of B15.3 (a) through (m)

Q25: Please provide an evaluation matrix of valuation methodology for B16 (Section f). B24.1 indicates this is worth 5% but how will this be compiled or scored?

- a. What weighting of the 5% will be allocated to B16.1 and B16.2
- b. B16.1 indicates sub sections (i) through (v) what portion of the 5% will be allocated to each subsection.
- c. B16.2 What does the City consider a reasonable time for the City to approve "processes"?

A 20-25: Refer to Addendum 1, Questions and Answers. It is not the City's practice to provide that detail of the evaluation. There is no change to the Request for Proposal.

Q26: B18 This section is a requirement of section B24.1 (b) and therefore part of the evaluation.

- a. What documents are required to be submitted to pass Sections 18.1(a) through (d), B18.2, B18.3, B18.4, B18.5, and B18.6
- b. Will the Contract Administrator require the Security Clearance as indicated in B18.3 (e) be provided by Proponents. The section does not provide a time span to secure this clearance, does this mean that people identified in the bid must already have their security clearances?
- c. B18.3(d) The proponent and any subcontractor shall "have provide an implementation plan approved by the Contract Administrator where Subcontractor are to be used." How are these plans to be approved before the bid submission?

A26: a) Requirements are stated in each Clause. There is no change to the Request for Proposal.  
 b) See Addendum, Specifications.  
 c) Requirements are stated in each Clause. There is no change to the Request for Proposal.

Q27: B13.2 c (ii) clarify - number of damaged carts that are serviced?

A27: There is no change to the Request for Proposal.

Q28: B23.3 - please explain how this clause works with the submission of an alternate proposal after the original submission. How does this work with respect to B23.1?

A28: Refer to Request for Proposal, including B23. There is no change to the Request for Proposal.

Q29: In relation to B24.2 and B24.3 Will the City insert a requirement for the Award Authority to act reasonably and without conflict of interest.

A29: There is no change to the Request for Proposal.

Q30: B25.2.1 (a) what are "the available City funds for the Work"?

A30: There is no change to the Request for Proposal.

Q31: B25.2.1 (c) How will the City determine if the prices are materially in excess of the City's cost to perform the work with its own forces. To avoid a conflict of interest the City should submit its own responsive bid to this RFP if the City intends to use its cost for comparison.

A31: There is no change to the Request for Proposal.

Q32: B25.3 as the two Areas must be awarded to different Proponents the City should consider that proponent should be plural.

A32: There is no change to the Request for Proposal.

Q33: B25.9 When the project is cancelled (apparently with no cause indicated) the City has reserved the right to cancel the contract after it has been awarded and only the work rendered up to time of termination will be paid. If this happens just before the start of work or in the early part of the contract then the Contractor will lose recovery of its capital cost (the cost of new trucks and equipment) normally planned to be amortised over the life of the contract. This represents millions of dollars of risk with no protection. If the City Cancels the Contract, will they make the Contractor whole for its unrecovered capital, equipment and mobilization costs? In addition the City is not required to provide notice. Therefore the contractor will not be able to provide notice and will be required to pay notice and severance required by law to its employees. Will the City make the Contractor whole on these costs if the contract is cancelled early? Can this happen once collection has started (ie. After October 1/17)

A33: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.

Q34: D3.1(c) This appears to require sites that require twice a week service only to be serviced on Thursdays or Fridays. Does it make sense to service a twice a week site Thursday and then again on Friday? Please identify which site(s) are twice a week service?

A34: Refer to Request for Proposal, including D3.1(c) and D5.1(ww). There is no change to the Request for Proposal.

Q35: D3.1(d) When a site is added or deleted how is the Contractor paid? That is what is the timing and how does this effect the count of the number of units serviced for payment?

A35: Refer to Request for Proposal, including D22.2 (i),(ii) (iii) and E2. There is no change to the Request for Proposal.

Q36: D3.1(f) seems to conflict with E19? In that the service schedule is not set day cycle once it is as directed as per E19. This also impacts the description in Form B: Price which indicates Set Day Cycle once but indicates an expected 551 units in area A. Please clarify?

A36: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.



- Q37: D3.1(f) Is a request for surplus waste collection considered a service deficiency resulting in a penalty or a missed collection resulting in a penalty? Will 311 instruct the client to place the material in their cart and call it in as a missed collection resulting in a service deficiency and a penalty. How does the City address this?
- A37: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.
- Q38: D3.1(g) refers to D3(h), D3(i), D3(j). These do not seem to exist. Did the City mean D3.1 (h), D3.1(i), D3.1(j)?
- A38: Refer to Addendum 2, Supplemental Conditions.
- Q39: D3.1(i) Does this mean that each day of the rest of the week is shifted one day completing the work for the week (Fridays Collection) on Saturday or for example does this mean that Monday collection (Because that was the holiday ) would be shifted to the next Saturday?
- A39: Refer to Addendum 2, Supplemental Conditions.
- Q40: D4 indicates that the Contract term shall commence on notice of award. This is likely to occur with more than a year left in the current contract or sometime in 2016 requiring the contractor to:
- d. provide performance security from award,
  - e. Attend weekly meetings (D19) from award
  - f. Further questions:
    - i. At what date must the Contractor's Contract Manager be in place and working? The Bid indicates this person must be submitted for approval before 90 days from award and before the start of Work. There is a requirement to be available for meetings starting at award? (above) The same question applies to the Contractor's Fleet Manager and the Route Supervisors.
- A40: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.
- Q41: D14.2 clarify "bid" security. There is no requirement for bid security in this RFP?
- A41: Refer to Addendum 1. Supplemental Conditions.
- Q42: E23.1 requires extra work for no additional fee or compensation. Although assistance is indicated as special collection and delivery of material to unknown locations, the clause does not clearly limit assistance to these functions. How often and how extensive will this additional work be? How far from the normal delivery location might the delivery point be?
- A42: Refer to Addendum 2, Specifications.
- Q43: E28.2 indicates if the Material Recycling Facility (MRF) relocates there will be no compensation to the Collection Contractor. We believe this flows from the last contract but now the City is divided into two areas and two contractors and the current MRF contract is up at October 1, 2017 (the start of this contract). The current MRF is in Area 1. If the MRF is relocated to Area 2 there will be significant increase costs to the Contractor responsible for Area 1 as a result of extra distance and vehicle requirements while The Contractor in Area 2 would receive a windfall. Further, if the MRF was relocated to the Brady Landfill area there would be significant additional delivery cost and the potential requirement for several additional vehicles for both the Area 1 and Area 2 contractors. This creates additional operational risk and potential cost. Will the City adjust this section to address or mitigate these risks?
- A43: Refer to Addendum 1, Question and Answers. There is no change to the Request for Proposal.
- Q44: D6.2 what is and when is the Pre-Commencement meeting?
- A44: To be determined by the Contract Administrator and could be any time after Award. There will be no change to the Request for Proposal.
- Q45: D7.1 This conflicts with Section C20 and C21 as this prevents an appeal without the Contract Administrators approval.

A45: There will be no change to the Request for Proposal.

Q46: D7.3 (b) Does the City wish to prevent communication with the elected officials responsible for overseeing the activities of the City and representing their constituents? Please describe if discussing operational and service issues with councillors is intended to be the goal of this clause and how having better informed councillors could damage or create harm to the City?

Q 47: D7.3 Does this suggest that a Contractor would not be able to discuss contract and service issue or property issues with the councillor who is responsible for the Ward in which the Contractor is based?

Q 48: D7.3 Does this prevent communicating with a councillor in a different ward in relation to a service issue with a customer in that councillor's ward. This clause seems to violate a number of City policies for open and transparent government and also potentially several Charter Rights. Would it not make more sense that communications with councillors simply be disclosed as is done in other Cities?

A 46 to 48: Refer to Request for Proposal, including D7.3. There will be no change to the Request for Proposal.

Q 49: E31.2 Currently the City assumes that any and all damage to carts is caused by the contractor during collection without investigation. E31.2 suggests that only damage caused during collection is the responsibility of the Contractor. How will the City determine what damage is caused during collection and what is caused by other causes?

- a. The City's Carts have a 10 year warranty. By the start of the Work most of these carts will be 5 years old (and some much older. There are some carts in use that are from earlier projects that are already over 10 years old.) and by the end of this contract the carts will be 12+ years old. Does the City expect the Contractor to pay for new replacement carts as old carts become damaged? There is a difference between damaged during collection and damaged because of abuse during collection. Please indicate the number of broken and damaged carts and wheels per year or the number of 311 calls per year for broken carts and also for wheels.
- b. How many damaged carts per year have been replaced on manufacturer's warranty versus paid for by the Current Contractors?
- c. How many damaged wheels per year have been replaced on warranty versus paid for by the contractors?
- d. If the Contractor has to pay to replace and repair an old cart "it damaged" (or anyone might damage) with a new cart at its cost (E31.2) how does the City justify a \$100 Liquidated Damage in section E37.9 being a reasonable estimate of damages or liquidated damage? Paying the cost of replacing or repairing the cart mitigates any damage to the City. This looks like a penalty. Please justify or explain this amount?
- e. The City further indicates that the Contractor must also pay an additional \$100 at E37.15. if a cart is damaged. Why would the contractor be charged a second \$100?
- f. Then the Contractor must again pay \$100 if they do not repair or replace in 24 hours and report the results within 48 hours. Please explain how the City has been damaged and how this damage is \$100. Why would the Contractor be charged a third time?
- g. Will the City justify that these are legitimate damages and not penalties?
- h. Who is responsible for purchasing, maintaining cart inventory and replacing damaged carts? If the City, what is the cost or the new cart charged to the contractor? If the City is responsible why would the contractor be charged under E37.16 as is indicated.

A 49: Refer to Addendum 1

49 a ,b, c, There is no change to the Request for Proposal.

49 d There is no change to the Request for Proposal.

49 e Response may be provided at a later date.

49 f There is no change to the Request for Proposal.

49 g There is no change to the Request for Proposal.

49 h Refer to Addendum 2.

Q 50: D13.3 This indicates that the insurance certificate is required 2 business days before the commencement of the work but it also requires the insurance to be provided within 7 days of receipt of the Contract( C4.1). It seems

likely the City will wish the contract executed and returned shortly after award. These two clauses seem to conflict. Please clarify when the certificate of insurance is to be provided?

A 50: Refer to Request for Proposal, including, C4.1 and D13.3. There is no change to the Request for Proposal.

Q 51: D13.5 if this cost the contractor additional insurance premiums would this be a change of work with the City covering the cost in accordance with C7? If not how does the City cover the contractors costs and reasonable profit?

A 51: Refer to Request for Proposal, including, C7 and D13.5. There is no change to the Request for Proposal.

Q 52: D14.1 Indicate how the Total Annual Bid Price will be determined? Will the original bid price be used or will this be adjusted each year to reflect the pricing adjustments? How will the Yard Waste and other tonnage based serviced be determined each year. Will the City use historical volumes or the City's budgeted volumes or the City's expected volumes?

A52: Refer to Request for Proposal, including D23 and E2.3. There is no change to the Request for Proposal.

Q 53: D15.1 Will the Contract Administrator be required to act reasonably in approving or rejecting subcontractors? Does the City already have a policy in relation to subcontractors for this contract? Please describe what is considered a subcontractor?

A53: Refer to Request for Proposal, including C1.1 (ee). There is no change to the Request for Proposal.

Q54: D16.2 How will the greenhouse gas production be calculated?

- a. Is there any benefit to the City of the Contractors using Greener fuel like compressed natural gas?
- b. If so how will this be worked into and scored in the Evaluation of the bids?
- c. D16 - what is the "plan" required in this clause? This clause, as written, is simply a reporting mechanism. How will th A 54 Refer to Request for Proposal, including D5.1 (aa) and E3.6. There is no change to the Request for Proposal.e Green Fleet Plan be evaluated in the proposal submission (i.e. More points for CNG Trucks?)

A54: Refer to Request for Proposal, including D5.1 (aa) and E3.6. There is no change to the Request for Proposal.

Q55: D19 - 'Will hold meetings weekly' more than 100 hours per year of meetings = substantial cost. Should be 'May hold meetings...'

A55: There is no change to the Request for Proposal.

Q56 D22.2 (b) - does (i) conflict with (iii).

A56: Refer to Request for Proposal, Including D22.2 (b),(i),(ii),(iii) and E2.7. There is no change to the Request for Proposal.

Q57: D22.5 Will the City make available monthly the list of units on which it is basing the monthly Payment Certificate? If not it frustrates the Contract and makes it impossible for the contractor to ensure serviced units are on the payment list and prevents the Contractor from providing the documentation and particulars required in this section.

A57: Refer to Request for Proposal, Including E2.3. There is no change to the Request for Proposal.

Q58 D22.5 conflicts with C20 and C21 and prevents any appeal of the Contract Administrator's determination?

A 58: There is no change to the Request for Proposal.

Q59: D22.5 If it is determined that the Contract Administrator's Certificate is incorrect there should be compensation for work done, will the City allow this? How does the City plan to prevent abuse or negligence on the part of the City preventing the Contractor from being paid for the work actually done?

- A59: There is no change to the Request for Proposal.
- Q60: D23.1 - why is the date of adjustment (October 1) different from the monthly period of February to January? This is eight months different.
- A 60: Refer to Addendum 2, Supplemental Conditions.
- Q61: D23 The City's adjustment only captures 11 months, not a full years change and is not calculated in conformance with Statistics Canada. Is it intended to base adjustments on only 11 months (February to January) to limit payments to the Contractor to less than the annual experience?
- A61: Refer to Addendum 2, Supplemental Conditions
- Q62: D23.1 Further, with the bid being submitted 16 months in advance of commencement, why isn't there an initial adjustment at the contract start date October 1, 2017?
- A62: There is no change to the Request for Proposal.
- Q63: D23.1 Can the unit price go down based on this formula? Seems punitive especially when capital was purchased previously and is dependent on Index A.
- A63: There is no change to the Request for Proposal.
- Q64: D24.3 & 5 - if notified at end of day, and made to return the next day through no fault of the contractor, why is there no allowance for Extra Work? This should be classified as extra work.
- A64: There is no change to the Request for Proposal.
- Q65: A "Temporary Obstruction" for 'road closed local access only' can last for days or weeks. How is this handled and compensated?
- A65: Refer to Request for Proposal, including D24.4 and D24.5. There is no change to the Request for Proposal.
- Q66: D24.4 - does this include road construction where a road or lane is inaccessible?
- A66: There is no change to the Request for Proposal.
- Q67: E2.1.1 - while 2% across the zone isn't much, actual growth occurs in specific areas. These should be highlighted as future routing depends on this knowledge.
- A67: There is no change to the Request for Proposal.
- Q68: E2.8 why is the onus for this placed on the contractor? Doesn't the City know when buildings are demolished? How is the contractor to know if an address has been abandoned? Termination of collection is only directed by the City will we not be reporting back information we have already received from the City?
- A68: The Contractor collects the service point regularly. There is no change to the Request for Proposal?
- Q69: E3.1 60 days is very quick and more than one year before contract start. 120 days is a more reasonable schedule will the City adjust this?
- Q69: There is no change to the Request for Proposal
- Q70: E3.2 for some of the sub clauses, this time line doesn't make sense. How can you have security clearance for collection staff that, most likely, the contractor hasn't yet hired for this work?
- A70: Refer to Addendum 2, Specifications.

- Q71: E3.2.3 this looks like a clause for construction work, not collection. How does this apply and how would it be used by the Contract Administrator?
- A71: There is no change to the Request for Proposal.
- Q72: E3.3 (f) (v) will this information be provided on the city-supplied base map?
- A72: There is no change to the Request for Proposal
- Q73: E3.3 (g) what does this mean?
- A73: There is no change to the Request for Proposal.
- Q74: E3.3 - what constitutes an approval by the Contract Administrator?
- A74: The Contract Administrator will either accept, reject, ask questions/clarification ( i.e. a rejection with questions) etcetera a proposed route map and schedule. There is no change to the Request for Proposal.
- Q75: E3.5 - what does this mean? Does it refer to new developments?
- A75: To account for and to update to any changes etcetera. There is no change to the Request for Proposal
- Q76: E3.6 - how does this relate to D16 as well as the RFP submission? Wasn't this required in the submission?
- A76: Refer to Request for Proposal, including D16 which is the reporting requirement and E3.6 which is the Green Fleet plan. There is no change to the Request for Proposal.
- Q77: E3.8 (c) what does this mean? Specifically "retaining"?
- A77: "Retaining" would mean "keeping", "maintaining", "continuing", etcetera. There is no change to the Request for Proposal.
- Q78: E4.1 and E 4.2 Why does the City have a say on this employee's employment status? As the City makes the decision on who is hired, their job responsibilities, controls where they work and report and decides the dismissal of these employees, Under the law who are they working for? Can they claim to be City employees and how does the Contractor manage their activity and the contract responsibilities with no authority? We are limited to being a payroll administrator (ADP). Can you address this concern?
- A78: The City is interested in ensuring that the contractor Key Personnel are qualified and capable of performing assigned duties so as to ensure that service to the public is maintained. There is no change to the Request for Proposal.
- Q79: E4.3 - 90 days is 13 months before start date. It is doubtful any Proponent will have this information unless the employees have been hired. It is recommended to move the date until much closer to start date (suggest 60 days before start up).
- A79: Refer to Addendum 2, Specifications.
- Q80: E4.3.4 earlier on it states that communication is between Contract Administrator and Contract Manager only. Please clarify?
- A80: E4.3.4 states that enquires of City field staff to Route Supervisors must be responded to within two hours. There is no change to the Request for Proposal.
- Q81: E5 spare collection vehicles for yard waste do not have "RFID". Vehicles use readers to read RFID tags and yard waste would not have RFID

Why are new vehicles required? If used vehicles perform in the same manner, why can't they be used? May be an age restriction of no more than 8 years old during the term of the contract would be sufficient?

A81: Refer to Request for Proposal, including E7.1 (a) concerning RFID and E5.5 concerning new vehicles. There is no change to the Request for Proposal.

Q82: E5.5 Why a heated storage facility?

- a. This could place the trucks at risk and conflict with the requirements of the fleet mitigation plan.
- b. Does the City think it is a good idea to store all natural gas vehicles inside?
- c. Will this not limit the green plan potential and dramatically increase the infrastructure cost to support CNG trucks?
- d. Will the City allow motor/block heating units installed in each truck as an alternative to inside storage as per the options section of this bid? Motor/block heating units have been proven to ensure that the truck can start at -40c.

A82: There is no change to the Request for Proposal.

Q83: Most items in 5.13 have been standard for 20 years. Why include such information?

- a. 5:13 (f) Considering the significant amount of low wires and low branches in the City can the City remove the requirement for lights on the top of the trucks? Will flashing lights be sufficient instead of rotating.

A83: There is no change to the Request for Proposal.

Q84: E15 (b) Please provide the City's Snow and Ice Control Operations Manual.

A84: Refer to Addendum 2, Specifications.

Q85: E15 Is the Contractor required to service lanes before they are snow plowed and during major snow storms if it is considered unsafe to do so?

A85: Refer to Request for Proposal, including D24. There is no change to the Request for Proposal.

Q86: E15 considering the significant number of low wire areas the lack of snow removal this can cause the Truck to travel on top of snow and ice and bring Vehicles into contact with low wires which will be a significant hazard. Will the City do anything to mitigate this concern?

A86: Refer to Request for Proposal, Including E5.19. There is no change to the Request for Proposal.

Q87: E6.3 (ii) and E7.1 (a) contradict each other.

A87: There is no conflict. There is no change to the Request for Proposal.

Q88: E7 is extremely prescriptive and does not indicate if any or all information will be provided by the City with respect to cart information. If not provided, a much longer time line for implementation and testing is required. How will new cart information be sent to the contractor?

A88: Refer to Addendum 1, Question and Answers.

Q89: D18.2 Please provide supporting documentation showing that Liquidated Damages are reasonable damages and not penalties.

- a. In the last contract these items were clearly indicated as Penalties with the same amounts.

A89: There is no change to the Request for Proposal.

- Q90: D18.4 Will the City provide wording ensuring the Contract Administrator will act reasonably and provide the contractor access to recourse and describe the oversight of this function.
- A90: There is no change to the Request for Proposal.
- Q91: D21.5 Will the City provide Site Specific Potential Hazards for the Brady Road Landfill?
- A91: Refer to Request for Proposal, including E33.3 (g) - the successful proponent will be given orientation regarding the designated facility. There is no change to the Request for Proposal.
- Q92: D22.3 If the sub paragraphs indicate the unit of payment is each, In all sub-sections please indicate what each is?
- Q92: Refer to Addendum 2, Question and Answers.
- Q93: D23.3 not more than 10% of what?
- A93: Refer to Request for Proposal, including D23.3. The maximum increase would be 10% of annual price adjustment. There is no change to the Request for Proposal.
- Q94: Will questions asked by Proponents after the Proponents Conference be answered via addendum and posted for all proponents to review? Special communication between the City and individual Proponents reduces transparency and created the potential for Conflict of Interest. Will the City control this risk?
- A94: Refer to Request for Proposal, including B5.5. There is no change to the Request for Proposal.
- Q95: Will any and all errors, discrepancies or omissions found after the Proponents Conference be shared with and posted for all Proponents to review?
- A95: There is no change to the Request for Proposal.
- Q96: B5.4 and B5.5 We object to the term sole judgement as being too subjective, would the City be in a position to share all enquiries made by Proponents even in cases where an addendum is not issued?
- A96: There is no change to the Request for Proposal.
- Q97: B9.2 Will all applications submitted, even if not approved be shared with Proponents?
- A97: Refer to Request for Proposal, including B9.6.1. There is no change to the Request for Proposal.
- Q98: B13.2 Is this the total number of calls generated for reports of "missed collection" as reported by the residents or actual missed collections that were not late put outs or cart placed of collection improperly etc.
- A98: There is no change to the Request for Proposal.
- Q99: E8.16 - why would the City have liquidated damages on this clause? Please explain how the damages could be \$100?
- A99: Liquidated damages apply if the Contractor fails following a request from the Contract Administrator to affix tags. There is no change to the Request for Proposal.
- Q100: E8.24 - how can this be enforced? If the caller contacts 311 at 5:55 pm, it is a same day miss. There is no way that it could be collected within 5 minutes.
- A100: There is no change to the Request for Proposal.
- Q101: E8.32 "from time to time"? If the Contractor is being charged monthly, the list should be provided monthly.

A101: There is no change to the Request for Proposal.

Q102: E11 through 16 - why doesn't the same standard of extra payment apply to these locations for collecting additional volume? How can the contractor properly price multi-family collection with such a great variation in the number of carts, especially for recycling?

A102: There is no change to the Request for Proposal.

Q103: E11 through 16 requires the collection of all garbage and recyclables set out for collection. This seems to include more than that in carts and seems to say that surplus waste, lose waste, and bulky waste must be collected as part of these collection service. Does this also mean that Front End collection containers must be serviced as part of this contract.

A103: Refer to Request for Proposal, including D2.5, D5.1(e), D5.1(bb), D5.1(dd), D5.1(rr), E8.1, E8.2 and E8.3. There will be no change to the Request for Proposal.

Q104: E16.1 - from any location serviced by carts? What about multi-family properties that have cart recycling? Does this contract require the Contractor to collect Multi Family Buildings serviced by Front End services? Does this mean that bagged and lose waste or surplus waste is to be collected without any additional fee?

A104: Refer to Request for Proposal, including D2.5, D5.1(e), D5.1(bb), D5.1(dd), D5.1(rr), E8.1, E8.2 and E8.3. There will be no change to the Request for Proposal.

Q105: E17.1 requires all Yard Waste to be collected. Dose this include lose yard waste at the curb or in back lanes or does the Yard Waste need to be in a type of bag or container? Can customers set out in plastic bags and if so what types? Do branches need to be tied in small bundles or are we required to collect lose branches and twigs. If so down to what size? Please clarify.

A105: Refer to Addendum 2, Specifications.

Q106: E18.5 - why semi-automated? Let the contractor decide the type of collection method?

A106: Refer to Request for Proposal, including D2.5, D5.1(bb), D5.1(dd), D5.1(rr), E8.1, E8.2, E8.3. There is no change to the Request for Proposal.

Q107: E21.3 For additional Work outside the Area, please describe the type of truck and the size of the crew we will be required to provide or the type of work and type of material to be collected. Will this be automated, semi-automated or manual collection work? The FormB: Price indicates there will be approximately 100 hours of work a year. This suggests projects of 2 hours a week. Is this expected or are larger projects less often expected? Are there any points in the evaluation matrix or need to provide specific dedicated trucks and staff for this service?

A107: Refer to Request for Proposal, including D2.1, D2.5, D5.1(e), D5.1(bb), D5.1(dd), D5.1(rr), E8.1, E8.2, E8.3 and E2.1. There is no change to the Request for Proposal.

Q108: E31.8 - why would the contractor pay if the cart is 'lost'? This doesn't align with E31.9.

A108: Refer to Request for Proposal, including E31.2 There is no change to the Request for Proposal.

Q109: E22.3 Do materials like plastic bags, insulation, or polystyrene foam qualify for obvious/visible contamination?

A109: Refer to Request for Proposal, including, D5.1(q) and D5.1(mm). There is no change to the Request for Proposal.

Q110: E37.11, 13, 14 & 15 - if a service deficiency is created, a liquidated damage is charged. If more than 20 are created by service type in a day, an additional liquidated damage is charged? As described, if the remedy isn't completed within 24 hours, there could be 3 or 4 penalties totalled for a single caller. Please explain how this is not a penalty and how the City's damages would actually increase for a single caller?

A110: Refer to Addendum 2, Questions and Answers. There is no change to the Request for Proposal.



Q111: E37.17 - again, how is this liquidated damages?

A111: Refer to answer given to question 99. There is no change to the Request for Proposal.

Q112: E37.18 - unless the resident calls the city, how will the city know this happened? If they do call, isn't this described as a service deficiency noted above? Or is this double counting the penalty again?

A112: However the circumstances might be identified, liquidated damages would apply if the cart is not returned to original location. There is no change to the Request for Proposal.

Q113: What occurs if the by-law changes collection conditions after the submission of the bids or during the contract period?

A113: Refer to Request for Proposal, including C7.2.1(b). There is no change to the Request for Proposal.

Q114: D2.6 Does the City have a current list of all premises that contain multiple residential dwelling units (with number of units) that may request additional carts for each dwelling unit?

A114: There is no change to the Request for Proposal.

Q115: D2 Please provide a list of all "Residential Dwelling Units", their address, the number of "Dwelling Units" and the number and size of carts to be serviced at each and the volume for the Residential Dwelling Unit. This could be similar in format to the lists in the Appendices A to D.

A115: Refer to Request for Proposal, including SWD-D-2017-R1 There is no change to the Request for Proposal.

Q116: Confirm that the price for upgraded service Form B:Pricing A21, A22, A23, A24, A25, A26, B21, B22, B23, B24, B25, B26 is incremental (additional to) to the base prices provided at A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A16, A17, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B16, B17. If the Cycle is twice will the additional upgrades also be paid twice?

A116: Refer to Request for Proposal, including D22.3(J) There is no change to the Request for Proposal.

Q 117: There are several mobile home parks in the city, (ie, 480 Augier Ave has approx. 170 carts & 2695 Main St has approx.. 80 carts for each stream) that are not listed in the Multi-Family Appendix A. These are classified by City of Winnipeg as a single property for the entire park, and each unit receives individual curb-side collection. Are these paid as single residential dwelling units or as Multi-Family?

A 117: Refer to Addendum 3, Supplemental Conditions.

Q118: 6645 Roblin BLVD and 2655 Main St are condo row houses premises that are not on the Multi-Family Appendix A, but have individual curb-side collection at each individual residence. How are these paid in the contract?

A 118: Refer to Addendum3, Supplemental Conditions.

Q119: On three occasions in the Proponents Conference the Contract Administrator referred to Liquidated Damages as fines. Is the City's intention to use the Liquidated Damages as fines? If the Contractor takes actions to mitigate the City's damages, if any, would the Liquidated Damages be waived or adjusted down?

A119: Refer to the Request for Proposal, including D18.2 and D18.4. Each situation is determined on its own merits. There is no change to the Request for Proposal.

Q120: If carts are not set out they cannot be collected. The 311 has been teaching residents who set out late to just indicate that their carts had not been collected. This changes the call to a Service Deficiency when it is really a late or not out. How will the City handle late and not set out and miss reported late and not set out. In addition to the Liquidated damages will the contractor also be required to return and collect the late or not set out within 24 hours and report the service within 48 hours?

- A120: Refer to the Request for Proposal, including E7.8, E7.14(f), E7.15, E8.17, E8.24, E8.25 and E8.29. There is no change to the Request for Proposal.
- Q121: How will the City determine a not set out from a Service Deficiency if the 311 is encouraging people to just indicate that their carts were not collected? In a recent report to council the City indicated that the reporting by 311 may be significantly inaccurate. How will the contractor be protected from inaccurate reports causing Liquidated Damages?
- A121: Refer to the Request for Proposal, including D18.2, D18.4, E7.8, E7.14(f), E7.15, and E8.17. Each situation is determined on its own merits. There is no change to the Request for Proposal.
- Q122: If the GPS shows a cart is not collected will the City consider that a Service Deficiency? For example if GPS shows the house on each side is collected but not the house in the middle, is this considered a Service Deficiency requiring the contractor to return to the house within 24 hours and triggering Liquidated Damages?
- A122: Refer to Addendum 2, Questions and Answers (Q2/A2). There is no change to the Request for Proposal.
- Q123: Section E29.5 indicates that any communication from the City is Prima Facie evidence that the Contractor is liable for Liquidated Damages. This is guilt without evidence, recourse or justices. There is no requirement for the City to act reasonably, to have evidence or to have investigated the situation. This can be abused by the City and would allow the City to charge Liquidated Damages as penalties. The City has a major conflict of interest as it has a financial incentive to penalize, fine or charge Liquidated Damages even without evidence or cause.
- A123: Refer to the Request for Proposal, including D18.1, D18.2 and D18.4. Each situation is assessed on its own merits. There is no change to the Request for Proposal.
- Q124: This conflicts with the rights to appeal in section C of the contract. The Contractor is guilty and without recourse because of E29.5. Further, the Contract Administrator and the CAO have an obvious conflict of interest.
- A124: Refer to the Request for Proposal, including C20.1 and D22.5. There is no change to the Request for Proposal.
- Q125: For Example if there is RFID confirmation of collection but a resident calls to say they were not collected the Contractor is liable for Liquidated Damages and to collect the cart a second time. In a recent report the City indicated that there was concern about the accuracy of the 311 calls and how they are reported. However, these calls generate Liquidated Damaged with no recourse.
- A126: See response to question 124 above. There is no change to the Request for Proposal.
- Q127: Will The City provide a legitimate method of recourse and appeal?
- A127: See response to question 124 above. There is no change to the Request for Proposal.
- Q128: From Addendum 1 Q23 It was indicated that there would be some "growing pains" Also, The contract starts at the beginning of the heaviest month of the year for yard waste adding an additional challenge to starting a major contract. Would the City wave the liquidated damages sections of the contract, E37, for the first 8 weeks of the contract?
- A128: Refer to the Request for Proposal, including E37.26. There is no change to the Request for Proposal.
- Q129: Can the City confirm that the City`s shape file base map as per E 3.1.3 supplying to the successful contractor meets the accuracy requirement for the performance of the contract #302-2016. if not , would the liquidated damages as a result of the failure of the shape file base map be waived?
- A129: Refer to Addendum 3, Specifications.

- Q130: E3.1.1 requires the Contractor to provide information to the Contract Administrator within 60 days of notice of award. The shape file will be important in preparing the required information, When will the "shape file base map" be provided by the City?
- A130: Refer to the Request for Proposal including E3.1.3 (provided following notice of award). There is no change to the Request for Proposal.
- Q131: In an effort to best meet the City's needs and create the best value for the City can a Proponent put in alternative proposals? This would allow the City to select a preferred solution? If possible could you answer this question as early as you can. As you can imagine it is going to be a lot of work but it could bring real value to the City.
- A131: Refer to Addendum 3, Questions & Answers, Q181.
- Q132: D23.1(1) as amended in addendum 2 – As phrases the adjustment is only for 11 months and not for a whole year (12 months). Should annual unit rate adjustment (inflation increase) be for a 12 month period instead of a 11 month period? Should the City not calculate the annual change in price as per statistics Canada methodology or is the City attempting to build in a 1/12 discount to the price adjustment each year?
- A132: Addendum 2 states, amongst other things, "The monthly period used will be October of the previous year compared with September of the current year.". There is no change to the Request for Proposal.
- Q133: E17.7.1 - Now the City allow the cardboard boxes as yard waste container, and the max allowable weight limit is 34 kgs for yard waste in a box. When the cardboard box is wet (eg due to rain water), and the wet box will no doubt be falling apart sitting on the curb or when the collector picking up the boxes. Who is responsible for cleaning up the mess of loose yard waste sitting at the curb?
- A133: Refer to the Request for Proposal, including E8.8 and E17.1. There is no change to the Request for Proposal.
- Q134: E31.8.1 – This new clause give the right to the City to change the replacement cost of carts charged to the Contractor in the future. There is no requirement for the City or limit the cost to the Contractor to its costs and the City could add a significant profit margin into this cost at any time. The Contractor would have no option to seek an alternative product or the same product directly for the manufacture. This change definitely increase the uncertainty that the contractor is going to face. Would this be better to fix the replacement cost now for the term of the contract so that the proponent is able to budget the replacement cost of the cart? Or will the City contract to only pass through its costs and provide verification. We urge the city to delete this new clause.
- A134: Refer to the Request for Proposal, including E31.8. There is no change to the Request for Proposal.
- Q135: Addendum 2, Q & A question 2 answer: the last sentence – "if E8.27 is not met E37.11 and E37.12 apply" : would the E37.11 and E 37.12 apply to each of the 40 + missed collection or apply as one occurrence for the 40+ missed collection ?
- A135: Refer to Addendum 3, Specifications.
- Q136: E37, This places the City and its staff in a strong conflict of interest. The Liquidated Damages do not look like an effort to address the City's actual damages. They are the same as in the previous collection contract and were titled as penalties in that. They are almost all the same and do not seem to have any relation to the City's likely cost. Further, In the Proponents Conference the Contract Administrator referred to them three times as Fines suggesting a punitive intention and not a recovery of damages. In addition, section E29.5 the City removes any requirement for these to be based on fact, investigated or substantiated situations. The call centre and staff are placed in an all-powerful position of assigning cost to the Contractor and profit to the City with a strong financial conflict of interest. There is no recourse or independent adjudication. The Contract Administrator does not even have the authority to waive or adjudicate this and would be in a significant conflict of interest in any case. Recently the staff indicated to council that the 311 Call center had miss classified calls. This error ridden process would drive these false liquidated damages and there would be no test of fact, investigation or recourse. Please justify the cost indicated as really Liquidated Damages and provide an appropriate appeal or adjudication method to balance the staff's significant conflict of interest.

- A136: Refer to the Request for Proposal, including D18.1, D18.2, D18.4, D22.5, and C20.1. Each situation is assessed on its own merits. There is no change to the Request for Proposal.
- Q137: D2.6(e)(i) as revised in Addendum 2 – Residential Dwelling Unit is defined at D5.1(nn) as “a Premise that comprises up to and including seven (7) separate Dwelling Units”. Note that Residential Dwelling Units are made up of several Dwelling Units (Dwelling Unit is also a defined term). How will units be assigned? Will every 7 Dwelling Units make up a Residential Dwelling Unit? What if each Dwelling Unit has its own cart and collection point, will this be considered as one Residential Dwelling Unit or be grouped together with other buildings and collection points to form groups of seven for payment? The City has a lot of these.
- A137: Response may be provided at a later date.
- Q138 SWD-D-2017 R1 as provided in Addendum 2 indicates Dwelling Units and Residential Premises and some other statistics. “Residential Premises” is not a defined term. Please define Residential Premises and clarify how this relates to Residential Dwelling Unit (a defined term used in the pricing sheet.)
- A138: Refer to Addendum 3, Drawing SWD-D-2017 R2.
- Q139: Please clarify why in Form B: Pricing sheet (A1, A2, B1, B2) “Residential Dwelling Units” in Area 1 is indicated at 104118 quantity but at SWD-D2017 R1 indicates that there are 104118 Dwelling Units in Area 1. Dwelling Units are a sub component of and not the same as Residential Dwelling Units. Are there 104118 Residential Dwelling Units or 104118 Dwelling Units in Area 1? If there are 104118 Residential Dwelling Units as indicated in Form B: Prices then how many Dwelling Units are in Area 1. This same question applies to Area 2.
- A139: Refer to Addendum 3, Drawing SWD-D-2017 R2.
- Q140: There are hundreds of “Multi-Family Buildings” that have multiple collection points, often with many 360 L carts per collection point. Many of these could be converted to groups of Residential Dwelling Units. These are indicated as Multi-Family Buildings with no indication of how many collection points. For costing, estimating vehicles required, and later for routing please provide the number of collection points at each Multi Family Building.
- A140: There is no change to the Request for Proposal.
- Q141: For Multi-Family Buildings please confirm that we have to go onto private property and that the crews need to have a security clearance. (F1.1) Further if these Multi Family Buildings become Residential Dwelling Units is there still a need to go onto private property and have a security clearance? How will we determine from the lists which properties we will need to go onto private property for?
- A141: Refer to Addendum 2.
- Q 142: Please provide a list of “Residential Dwelling Units” with 2 to 7 “Dwelling Units”, with addresses and number of units. Also which ones have more than one collection point and how many?
- A142: This will be provided to the successful bidder. There is no change to the Request for Proposal.
- Q143: Please indicate which Residential Dwelling Units and Multi-Family Buildings need to enter private property and will need a security clearance.
- A143: Refer to Addendum 2. Specifications.
- Q144: We have noticed that the number of units in Multi Family Buildings seem understated. The total in SWD-D2017 is about 52,000 and Statistics Canada is suggesting more than 80,000 in 2011. We have reviewed some Multi Family Buildings and it seems that were there are multiple buildings on a site the City’s data only captures the units in first building at the address and not the units at the additional buildings. Could you provide clarification and updated unit numbers.

- A144: Refer to the Request for Proposal, including E2.1, E2.1.1 and E2.2. There is no change to the Request for Proposal.
- Q145: Addendum 2 Answer three, Follow up: If cart collection is more expensive than front end can we assume that the City will push building's to convert to front end. Can the City estimate how many they will convert? Will the City provide its current Front End Cost? It seems likely that much of the Multi Family work could disappear. As there is no exclusivity will the City address the Contractors wasted Capital.
- A145: There is no change to the Request for Proposal.
- Q146: Addendum 2 Answer 6 City indicate that if Multi Family Converted to Residential Dwelling Units the contractor would be paid for the number of Dwelling Units. There is no pricing category for Dwelling Units. The pricing sheet indicated payment for "Residential Dwelling Units" As Residential Dwelling Units include up to 7 Dwelling Units please clarify, how the number of units will be determined and what the unit price would be.
- A146: Refer to Addendum 3, Proposal Submission, Supplemental Conditions and Specifications.
- Q147: Can the city provide a list of the addresses for each Area that have 2-7 units (therefore, not considered a Multi-Family) and the number of carts to be collected at each premise...both for Garbage and Recycling?
- A147: This will be provided to the successful bidder. There is no change to the Request for Proposal.
- Q148: On Appendix A, it shows a couple of locations under Multi-Family that are classified as commercial establishment? How do you classify a building that has commercial and residential in the premise?
- A148: Refer to Addendum 2, Appendices.
- Q149: E10.2 - How many Residential Dwelling Units have more than 4 dwelling units? Does City have list to supply ?
- A149: This will be provided to the successful bidder. There is no change to the Request for Proposal.
- Q150: D22.3(e) – Clause states "tendered price per year for each"...is this each Residential Dwelling Unit? (1-7 units) or for each Premise (which could include up to 7 carts for each)?
- A150: Refer to Addendum 3, Specification.
- Q151: D2.6(e)i - How many Multi-Family Buildings have requested and been approved by the City to be considered a 'linear condominium or Residential Dwelling Unit? Would each Dwelling Unit in the linear condominium be paid as a Residential Dwelling Unit or would you group 1 Dwelling Unit as a Residential Dwelling Unit?
- A151: Refer to Addendum 3, Specification
- Q152: If the owner of a Multi-Family linear condominium does NOT request to be approved by the city as a Residential Dwelling Unit, how many Multi-Family Buildings are presently considered linear condominiums?
- A152: This will be provided to the successful bidder. There is no change to the Request for Proposal.
- Q153: E16.4 & E16.5 – Is there a list of the number of Service Points for each Multi-Family Building? If so, can this be added to Appendix A & B ?
- A153: Refer to Request for Proposal, including. E16.4 and E16.5. Refer to Addendum 2. Appendix A and B-R1. There is no change to the Request for Proposal
- Q154: E5.8 – Based on the statement in this clause regarding winter months, is it correct that Yard Waste trucks do not require indoor vehicle storage?
- A154: Please refer to Addendum 3, Specifications.
- Q155: E7.14(f) – Is a not-out or late-out classified the same as an unserviceable location ?

A155 Refer to Request for Proposal, including E7.15. There is no change to the Request for Proposal.

Q156: If yes, how would the contractor comply with E7.14(f)(ii) ?

A156: Refer to Request for Proposal, including E7.14(f)(iv) and E7.15. There is no change to the Request for Proposal.

Q157: E8.19 – Is the City planning to replace carts during the term of the contract due to aging of existing carts, as experience has shown that cart damage continues to increase significantly as the carts have aged since first put into use?

A157: The City has no such plan at the present time. There is no change to the Request for Proposal.

Q158: When does the warranty on the existing carts expire? How many carts have already been replaced under warranty since being purchased by City?

A158: There is no change to the Request for Proposal.

Q159: E7.15 - In the event of non-collection of any Collection Container that was NOT placed out for collection, what information does the contractor need to supply to the City?

A159: Refer to Addendum 3 – Specifications.

Q160: In (c), What is the definition of “Missing bin”?

A160: Refer to Addendum 3 – Specifications.

Q161: Does the contractor need to collect late put-outs? (ie. Carts that are placed out by residents after 0700am or after collection vehicle has already passed premises). Are there any liquidated damages for late put outs ? (per E.37, table 1, ref 11, 12, 13, 14)

A161: Refer to Request for Proposal, including E8.25. There is no change to the Request for Proposal.

Q162: E29.5 Will a 311 call for Customer Service Request automatically become a Service Deficiency based on E29.5 unless the contractor provides evidence for each and every call? If contractor provides evidence of late put-out or not-out, does the contractor need to return to collect the Customer Service Request within 24 hours in order to avoid Liquidated Damages?

A162: Refer to Request for Proposal, including E8.25, D18.4, D18.5, D22.5 and C20.1. There is no change to the Request for Proposal.

Q163: E7.8(a) To comply with minimum tracking system requirements in E7.8(a), will the City be providing the city street base maps that contractor is to use? If the answer to previous question is no, then please clarify E3.1.3 which states the City will provide shape file base map? Will this map include a vector map with points, poly lines, and polygons?

A163: Refer to Request for Proposal, including E3.1.3. There is no change to the Request for Proposal.

Q164: Appendix A & B – Why are there Multi-Family locations on the list that have less than 7 units? And, why do some of these locations have more carts than actual units?

A164: Refer to Addendum 2 – Appendices

Q165: Re E 5.8 ;we are concerned with the timeline from award to start date and the construction of the building to park vehicles. Can there be a grace period of 3-5 mths re any fines while the building is constructed if not completed for contract start up?

A165: Refer to the Request for Proposal, including B15.3(d) and B16.1(ii). There are no liquidated damages (but it would be a breach of contract). There is no change to the Request for Proposal.

Q166: Question about item E 4 . Key Personnel ,Pages 6 & 7 of Specifications, for e4.1, e4.2 e.4.3 There's wording about hiring these positions "...within Ninety Calendar Days after receiving notice of award and prior to the

commencement of Work, submit to the Contract Administrator for consent the names and particulars of the person(s) the Contractor proposes to appoint..."

Do we really need to have those positions hired that early? Example; if Notice of Award: Oct 31, 2016--90 days after: Jan 31, 2017 and Service commences Oct 1, 2017. that's 9 mths in advance. 3 mths is more reasonable for 4.2 and 4.3. and 6 mths for 4.1. What award is before Oct 31 ?????

A166: Refer to Addendum 3. Bidding Procedures and Specifications

Q167: The Approximate Quantity for calculating the Yard Waste in AREA ONE is really different from the tonnage amounts provided. 13,000 MT on the RFP, Actual tonnage is approx. 7,700 MT on your Appendix M. please consider adjusting the tonnage to be more realistic like AREA TWO tonnage. As an FYI, the AREA TWO tonnage is close enough to the actual tonnage.

A167: Refer to the Request for Proposal, including E2.1, E2.1.1, and E17.6. There is no change to the Request for Proposal.

Q168: re yard waste projected collections; with the past history has the city projected any tonnage expected for 2016 and into next 3-5 yrs.?

A168: Refer to the Request for Proposal, including E2.1.1 and E17.1. There is no change to the Request for Proposal.

Q169: Re Section F1 – police security clearance – Please clarify if this contract requires police clearances and if so for which categories of staffing.

A169: Refer to the Request for Proposal, including F1.2.1 as well as Addendum 2, Specifications.

Q170: C4 – if awarded the contract GFL will have only 7 days to review and sign contract. We are requesting for 10 working days to sign /review any contract offered. We feel this is a more reasonable time frame.

A170: There is no change to the Request for Proposal.

Q171: 7. C6.3 – states that contractor provides "all material", E31 suggests the collection containers are provided by the City. Please clarify this point.

A171 Refer to the Request for Proposal, including D5.1(f) which states Carts are supplied by the City, and Addendum 2, Specifications E17.7.1 concerning Yard Waste containers supplied by a customer. There is no change to the Request for Proposal.

Q172: We are requesting weights collected by month for a minimum 1 year ,prefer 2 yrs. if possible for each area for waste and recycling. This info is critical to our understanding of the monthly fluctuations of collection etc. and is instrumental in preparing financial/ operations data for our submission.

A172: Refer to Addendum 1. Drawings.

Q173: Who is current recyclables processing contractor and when does the current processing contract expire + any extensions, if any.

A173: Refer to Addendum 3. Supplemental Conditions.

Q 174: D2.7 of the Supplemental Conditions indicates that "The Contractor does not have an exclusive right to perform the Work in the Area, and this contract is not a guarantee of exclusivity". This is very unusual given the nature of this contract and the Capital investment etc. required by the Contractor. Please clarify.

A174: Refer to Addendum 3, Questions and Answers Q&A No. 11.

Q175: D3.1(c) mentions a "Designated Collection Zone" as identified on drawing SWD-D-2017, which requires collection on either a Thursday or a Friday. Please provide the number of units to be collected within this zone.

A175: Refer to Addendum 2, Drawing SWD-D-2017-R1

- Q176: D22.3 of the Supplement Conditions indicates in a number of places "...at the tendered price per-year for each." Referring to Form B: Prices. Please confirm or clarify, on Form B: Prices in the column titled "Unit Prices", is the City looking for the annual price for the service itemized in each line?
- A176: Refer to Addendum 2, Questions and Answers 13.
- Q177: Also, please provide the Residential Dwelling Unit Count breakdown by day of the week (Monday through Friday) for Area One and Area Two so we can understand any fluctuations.
- A177: Please clarify the nature of your question. Note under E3.1 the Contractor is required to provide proposed Material Pick-up Schedules, which include under E3.1(a) schedules showing Collection Days on a Set Day Cycle Once basis for Garbage and Recyclables using the unit quantities shown in SWD-D-2017 R1 and Appendix A – R.
- Q178: On Form B: Prices, Item A18 Surplus Waste lists a quantity of 551. Can the City clarify if this is the actual number of surplus waste collections performed in this Area annually?
- A178: Refer to the Request for Proposal, including E2.1 and E2.1.1. There is no change to the Request for Proposal.
- Q179: If not, what is the anticipated annual collections in each Area in order to assist us with capacity planning.
- A179 Refer to the Request for Proposal, including E2.1, E2.1.1 and E2.2. There is no change to the Request for Proposal.
- Q180: In order to meet this requirement at the time of submission, will the City of Winnipeg accept an Alberta COR as evidence of Waste Management's comprehensive safety program? If not, what alternatives are available to Waste Management in this regard?
- A180 Refer to the Request for proposal, including B18.3 (c) and B18.4, there is no change to the Request for proposal.
- Q181: We would like to put in 2 or maybe 3 independent proposals. We hope the City would allow this and evaluate each on its own merit and not disqualify all our proposals for submitting more than one
- A181 A Proponent may submit multiple proposals. Each proposal will be evaluated independently and in accordance with B24 of the Request for Proposals.
- Q182 With reference to Page 6 of 12, Item B13.3, would you please clarify the specific information that will satisfy "...safety records including but not limited to, staff, equipment in regards to compliance in relation to contracts."
- A182 Refer to the Request for Proposal, including B13.3. Safety records may include, but are not limited to, workplace safety and health stop work orders, improvement orders, fines, penalties from the appropriate provincial governing body; department of transport carrier ratings, record of violations, fines, convictions from the appropriate provincial governing body. There is no change to the Request for Proposal.